



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Mike Keller Consulting, LLC for Transmission and Distribution Services with Administration by the Electric Utility Director (\$79,400)

MEETING DATE: August 3, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to enter into a Professional Services Agreement with Mike Keller Consulting, LLC for Transmission and Distribution Services with administration by the Electric Utility Director in an amount not to exceed \$79,400.

BACKGROUND INFORMATION: The Lodi Electric Utility Department (EUD) has conceptualized alternative transmission projects that would increase the interconnection capacity and reliability between the electric distribution system and the existing 60 kV Pacific Gas & Electric transmission interconnection. PG&E is considering adding transmission infrastructure to the Lodi area, and the EUD is working with the Northern California Power Agency to add a 230 kV interconnection at the Lodi Energy Center. These transmission interconnection modifications have the potential to also reduce transmission costs paid to the California Independent System Operator (CAISO). EUD refers to this as the Transmission Cost Containment Project.

The EUD has also developed a low-cost strategy for modifying and reinforcing its distribution system for the next five to 10 years. This approach to serving new load would postpone construction of substation banks and fully utilize the current distribution assets. The annual work plans and construction efforts supporting this strategy are referred to as the Distribution Capacity Program.

The attached Professional Services Agreement with Mike Keller Consulting, LLC will provide support services to the Department for:

- The investigation of the cost and benefits of transmission interconnection alternatives, and the presentation of those findings to the EUD for decision-making purposes; and
- The development of a distribution capacity strategy for the next 10 years and a distribution capacity work plan for the next two fiscal years.

Mr. Keller has almost 40 years of experience in the electric utility industry, as outlined in his attached resume.

FISCAL IMPACT: No additional funding is required.

FUNDING AVAILABLE: Included in FY2011/12 EUD Capital Budget Account Numbers 161687 and 161680.

A handwritten signature in black ink, appearing to read "Elizabeth A. Kirkley".
Elizabeth A. Kirkley
Electric Utility Director

APPROVED:

A handwritten signature in black ink, appearing to read "Konradt Bartlam".
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 IF AND SE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Mike Keller Consulting, LLC, (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Transmission & Distribution Services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on September 1, 2011 and terminates upon the completion of the Scope of Services or on February 28, 2012, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Electric Utility Director

To CONTRACTOR: Mike Keller Consulting, LLC
 1460 Regalo Court
 San Jose, CA 95128

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not

an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.1 ■ Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: Mike Keller, LLC

By: _____



By: _____

Name: Mike Keller
Title: President

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

California Joint Powers Risk Management Authority Risk Analysis Matrix

	General Liability	Automobile Liability	Workers' Comp.	Errors & Omissions	Builder's Risk	Pollution Liability	Professional Liability
Activity in Contract:							
Advertising, publication	1		(Statutory)				
Aircraft; use, ownership or maintenance of	10 Aviation		(Statutory)				
Ambulance Services	2	5	(Statutory)				
Animals; care, use of, maintenance of	1		(Statutory)				
Aquatics; Facility Use	5	1	(Statutory)				
Athletic Events	2	1	(Statutory)				
Carnival, festival rides and attractions	5	1	(Statutory)				
Caustics; use or handling of	3	1	(Statutory)			1	
Child Care	5	2	(Statutory)				
Construction Projects	5	5	(Statutory)	1	Value	1	
Construction/remodeling type projects	2	2	(Statutory)				
Docks/wharves; use, ownership or maintenance	5	1	(Statutory)				
Electricity; use of, electrical work, repair	3	1	(Statutory)		Value		
Emission or discharge of noxious material	5	1	(Statutory)			5	
Explosives; use of, transportation, storage	10	1	(Statutory)		Value		
Flammables, usage of	5	1	(Statutory)			1	
Food; service, sales	3	1	(Statutory)				
Medical services, skilled	3	1	(Statutory)	3			
Miscellaneous services (e.g. instructors)	1	1	(Statutory)				
Nuclear/radioactive material; use of	5		(Statutory)				
Plumbing/sewer; maintenance, construction, repair	3		(Statutory)		Value		
Professional services, other than medical or design	1	1	(Statutory)	1			1
Professional services; engineering, architectural	1	1	(Statutory)	1	Value		1
Pyrotechnic Displays	5	1	(Statutory)				
Railroads, maint. of, operating near	Railroad Protective						
Toxics; use or handling of	2	1	(Statutory)			1	
Trucking, transportation, solid waste	5	5	(Statutory)			1	
Tunneling; excavation	10	1	(Statutory)		Value		
Watercraft: use, ownership, maintenance of	2		(Statutory)				
Weapons; use, ownership or maintenance of	5	1	(Statutory)				
Welding, cutting with torch	{5}	1	(Statutory)		Value		

Minimum coverage in millions.



MIKE KELLER CONSULTING LLC

1460 REGALO COURT • SAN JOSE, CA 95128 • 408.559.6885

PROPOSAL 2011-03

Dated: July 18, 2011

To:

CITY OF LODI, CALIFORNIA

For

CONSULTING SERVICES

Supporting

City of **Lodi's** Electric Department

In the

Project Development Efforts

for

TRANSMISSION COST CONTAINMENT
& DISTRIBUTION CAPACITY PLANNING



PROPOSAL 2011-03

OVERVIEW:

The Electric Department ("Department") of the City of Lodi, CA ("City") has conceptualized alternative transmission projects that would increase the interconnection capacity between their electric distribution system and the adjacent transmission system. These transmission interconnection modifications have the potential to also reduce transmission costs paid to the California Independent System Operator ("CAISO"). This project is currently referred to as the Transmission Cost Containment Project.

The Department has also developed a low cost strategy for modifying and reinforcing its distribution system to meet native load growth for the near future, say 5 to 10 years. This approach to serving new load would postpone construction of substation banks and fully utilize its distribution assets. The annual work plans and construction efforts supporting this strategy are referred to as the Distribution Capacity Program.

This proposal is for Mike Keller Consulting, LLC ("Consultant") to provide support services to the Department in:

- the investigation of the cost and benefits of transmission interconnection alternatives, and the presentation of those findings to the Department for decision making purposes.
- The development of the Distribution Capacity Strategy for the next 10 years and a Distribution Capacity Work Plan for the next two fiscal years.

OBJECTIVES:

The objective of work under this proposal is for Consultant to:

1. Move the Transmission Cost Containment Project through the feasibility phase to the point where the Department has sufficient information to make informed choices whether or not to proceed with the project and which alternative to pursue.
2. Develop a Distribution Capacity Work Plan for FY 2011-12 and 2012-13 that will guide the budgeting, detailed design, construction, and energization of the distribution facilities necessary to serve new load added in those same time-frames.

DELIVERABLES:

Objective #1 – Transmission Cost Containment Feasibility Report(s)

Consultant will prepare a report containing available information and expert opinion for use by the Department in selection of an alternative to pursue and an approach to advancing the project through the next phase of development.

Objective #2 – Distribution Capacity Work Plan for Summer 2012

Based on peak load reading from the summer of 2011 and forecast loads for the summer of 2012, Consultant will prepare a report containing the steps the Department needs to make to modify and reinforce its distribution system to meet those forecast loads.

Objective#3 – Distribution Capacity Work Plan for Summer 2013:

Based on peak load reading from the summer of 2011 and forecast loads for the summer of 2013, Consultant will prepare a report containing the steps the Department needs to make to modify and reinforce its distribution system to meet those forecast loads.

APPROACH:

City and Consultant will enter into a Professional Services Agreement for the performance of the work by the Consultant to meet the above objectives. Because scope and details of these objectives are not under the control of the Consultant, this is a time and materials proposal for 6 months of work. For the purpose of establishing a schedule and budget for the contract work the following budget has been developed. The budget is based on working 20 hours per week for 20 weeks during the six month term of the contract. The budget assumes that the Consultant will work on site in Lodi. **All** expenses will be reimbursed based on Consultants Fee Schedule for Calendar year 2011 even if some portion of the contract term extends in to calendar year 2012.

WORK BUDGET:

DESCRIPTION	BUDGET
Hourly Billed Work	\$62,000
Travel Expenses (travel time & mileage)	\$10,150
Lodging & Expenses	\$6,000
Pass Through Expenses	\$1,250
TOTAL BUDGET	\$79,400

FEE & PAYMENT TERMS

Consultant's "maximum not to exceed fee" for the consulting services is \$79,400.

MKC will invoice the City monthly, on a time and material basis, for actual work performed according to the attached Fee Schedule – Calendar Year 2011.

MKC will notify the City when invoiced amounts reach 80% of the Total Budget shown above.

CONCLUSION:

Consultant believes this proposal will provide a timely and cost efficient means of completing the stated objectives of the City of Lodi's Electric Department.

*Filename: **Proposal** 201103 R2 Lodi **Support** doc*



MIKE KELLER CONSULTING LLC

1460 REGALO COURT • SAN JOSE, CA 95128 • 408.559.6885

FEE SCHEDULE – CALENDAR YEARS 2010 & 2011

HOURLY BILLING RATES:

- ◆ Principle Consultant ----- \$155.00/hour

EXPENSES:

- ◆ Auto Mileage ----- \$0.51/mile
For vehicle travel outside Santa Clara County; no mileage charges will be incurred for trips inside Santa Clara County.
- ◆ Air Travel ----- At Cost
- ◆ Meals and Incidental Expenses (in San Joaquin County, elsewhere at cost) ----- \$56/day
- ◆ Lodging (in San Joaquin County, elsewhere at cost) ----- \$80/day
- ◆ Sub-consulting and Sub-contracting ----- At Cost plus 10%
- ◆ Other Reimbursable Expenses ----- At Cost

NOTES:

For vehicle travel outside Santa Clara County one half the employees' hourly rate will be charged from home portal to destination portal using Google Maps travel time estimates.

Invoices will be sent at the beginning of the calendar month for service provided and expenses incurred the previous calendar month. Payment is expected within 30 days unless otherwise provided for in the contract.

References:

www.gsa.gov/mileage

www.gsa.gov/perdiem

Michael J. Keller, P.E.

OBJECTIVE

Part-time or short-term employment with an electric utility.

QUALIFICATIONS

- ◆ Three years experience as **an** assistant director (temporary assignment), responsible for the operation and maintenance of an energy distribution system.
- ◆ Ten years experience as an engineering manager responsible for the capital expansion of an energy distribution system, and customer and generator interconnections to that system.
- ◆ Two years of experience as a consultant providing electrical engineering and consulting services to utilities and large industrial customers.
- ◆ Nine years experience as a project engineer responsible for the design and construction management of major electrical transmission and distribution projects.

ACCOMPLISHMENTS

- ◆ Responsible for the direction and supervision of the SVP Energy Distribution system during the start of industry restructuring. Led the management team that implemented activity based costing. Key member of the team that implemented work management practices.
- ◆ Managed the team responsible for a series of capital projects that doubled the load serving capacity of SVP's energy distribution system in less than 10 years.
- ◆ Responsible engineer for the deployment of a fiber optics based telecommunications system for utility, general government, and commercial uses.
- ◆ Key member of the management team assessing the costs, technology, and feasibility of an advanced customer metering system with two-way communications.
- ◆ Member of the management team that developed an IT roadmap for automating the operations of the energy distribution system. Manager responsible for the deployment of the first phase of the automation effort – a geographic information system.

EXPERIENCE

Mike Keller Consulting, LLC

San Jose, California

Principle Consultant

January 2007 to Present: Providing consulting services to municipal electric utilities. Assisted a group of smaller electric utilities in their efforts to become compliant with recent, federally mandated reliability standards.

City of Santa Clara, Electric Department (doing business as Silicon Valley Power)

Santa Clara, California

As-Needed Employee (post-retirement)

January 2007 to Present: Assisted SVP with special projects including the feasibility of acquiring a power plant, conceptual design and cost estimate for the relocation of a distribution substation for the possible construction of a football stadium, land acquisition for utility use, and the feasibility of deploying an advance metering system.

Manager, Engineering Division

March 2000 to December 2006: Management and supervisory responsibility for SVP's Engineering Division. Division was responsible for forecasting and feasibility, capital budgeting, detailed design,

Michael J. Keller, P.E.

project management, and system recording keeping for the energy distribution system. Division consisted of approximately fifteen to twenty professional, technical, and clerical employees. Division coordinated work with all other divisions of the electric department and other departments for the City – notably, finance, city attorney, public works, water/sewer.

September 1996 to February 2000: Temporary assignment as Assistant Director responsible for SVP's energy distribution system. Responsibilities included the operation and maintenance of SVP's 500-megawatt distribution system serving 50,000 customers over 19 square miles in the heart of Silicon Valley. Supervised approximately 140 employees. Represented the interests of the distribution system and the electric department in regular meetings with department and city management, customers, utility peers, and regulators.

June 1987 to August 1996: Responsible for the distribution system planning, budgeting, design, and construction. Provided supervision of the staff of the engineering division.

Senior Electric Utility Engineer

July 1988 to May 1989: Provided engineering support for the system control room, resource acquisition and field operations.

MTH Engineers, Inc.

Santa Clara, California

Supervising Engineer

July 1986 to June 1987: Project engineer providing conceptual designs, schedules, budgets and detailed designs for various co-generation, emergency generation and substation projects for industrial and utility clients. Project engineer for the site distribution electric power, communications, and perimeter security of a new maximum-security prison in California.

City of Santa Clara, Electric Department

Santa Clara, California

Senior Electric Utility Engineer - May 1982 to July 1986: Project planning and engineering for distribution, substation, and transmission projects. Support engineering for generation and communications projects.

Substation Designer - January 1977 to May 1982:

Senior Engineer Aide - August 1972 to January 1977:

Map Drafting Aide - January 1972 to August 1972:

United States Army

Fort Hood, Texas

Specialist Forth Class

January 1971 to December 1971: Responsible for the classified document repository for G2 (Intelligence), III Army Corpse. Secret Clearance.

EDUCATION

West Valley Community College, Saratoga, California

Undergraduate course work in Engineering

San Jose State University, San Jose, California

B.S.E.E., Electrical Engineering, 1982

RESOLUTION NO. 2011-121

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A SIX-MONTH PROFESSIONAL
SERVICES AGREEMENT WITH MIKE KELLER CONSULTING, LLC, OF
SAN JOSE, FOR TRANSMISSION AND DISTRIBUTION SERVICES WITH
ADMINISTRATION BY THE ELECTRIC UTILITY DIRECTOR

WHEREAS, the Lodi Electric Utility Department (EUD) has conceptualized alternative transmission projects that would increase the interconnection capacity between the electric distribution system and the adjacent transmission system; these transmission interconnection modifications have the potential to also reduce transmission costs paid to the California Independent System Operator; the EUD refers to this as the Transmission Cost Containment Project; and

WHEREAS, EUD has also developed a low-cost strategy for modifying and reinforcing its distribution system to meet native load growth for the next five to ten years; this approach to serving new load would postpone construction of substation banks and fully utilize the current distribution assets; the annual work plans and construction efforts supporting this strategy are referred to as the Distribution Capacity Program; and

WHEREAS, a Professional Services Agreement with Mike Keller Consulting, LLC will provide support services to the Department for:

- The investigation of the cost and benefits of transmission interconnection alternatives, and the presentation of those findings to EUD for decision-making purposes; and
- The development of a distribution capacity strategy for the next ten years and a distribution capacity work plan for the next two fiscal years.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a six-month Professional Services Agreement with Mike Keller Consulting, LLC, of San Jose, for transmission and distribution services with administration by the Electric Utility Director.

Dated: August 3, 2011

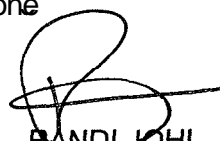
I hereby certify that Resolution No. 2011-121 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 3, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOEL
City Clerk